

# CRAVATH, SWAINE & MOORE

ONE CHASE MANHATTAN PLAZA

NEW YORK, N. Y. 10005

212 HANOVER 2-3000

TELEX

RCA 233663

WUD 125547

WUI 620976

CABLE ADDRESSES

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CRAVATH, PARIS

CRAVATH, LONDON E. C. 2

RALPH L. MCAFEE  
HENRY W. DEKOSMIAN  
ALLEN F. MAULSBY  
STEWART R. BROSS, JR.  
HENRY P. RIORDAN  
JOHN R. HUPPER  
SAMUEL C. BUTLER  
WILLIAM J. SCHRENK, JR.  
BENJAMIN F. CRANE  
FRANCIS F. RANDOLPH, JR.  
JOHN F. HUNT  
GEORGE J. GILLESPIE, III  
RICHARD S. SIMMONS  
WAYNE E. CHAPMAN  
THOMAS D. BARR  
MELVIN L. BEDRICK  
GEORGE T. LOWY  
ROBERT ROSENMAN  
JAMES H. DUFFY  
ALAN J. HRUSKA  
JOHN E. YOUNG  
JAMES M. EDWARDS  
DAVID G. ORMSBY  
DAVID L. SCHWARTZ  
RICHARD J. HIEGEL

FREDERICK A. O. SCHWARZ, JR.  
CHRISTINE BESHAR  
ROBERT S. RIFKIND  
DAVID BOIES  
DAVID O. BROWNWOOD  
PAUL M. DODYK  
RICHARD M. ALLEN  
THOMAS R. BROME  
ROBERT D. JOFFE  
ROBERT F. MULLEN  
ALLEN FINKELSON  
RONALD S. ROLFE  
JOSEPH R. SAHID  
PAUL C. SAUNDERS  
MARTIN L. SENZEL  
DOUGLAS D. BROADWATER  
ALAN C. STEPHENSON  
RICHARD L. HOFFMAN  
JOSEPH A. MULLINS  
MAX R. SHULMAN  
WILLIAM P. DICKEY  
STUART W. GOLD  
JOHN W. WHITE  
JOHN E. BEERBOWER

COUNSEL  
MAURICE T. MOORE  
CARLYLE E. MAW

ROSWELL L. GILPATRIC  
ALBERT R. CONNELLY  
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GEORGE B. TURNER  
FRANK H. DETWEILER  
GEORGE O. TYLER  
JOHN H. MORSE  
HAROLD R. MEDINA, JR.  
CHARLES R. LINTON  
WILLIAM B. MARSHALL  
ROYALL VICTOR  
ALLEN H. MERRILL

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LONDON, EC2N 2BR, ENGLAND  
TELEPHONE 1-606-1421  
TELEX: 6614901

1-2014071  
JUL 20 1981  
Date  
Fee \$ 10  
ICC Washington, D. C.

11662-E

JUL 20 1981 - 10 35 AM

INTERSTATE COMMERCE COMMISSION

July 20, 1981

*Ms. Lee -  
this one is  
11662-E*

The Western Pacific Railroad Company  
Reconstruction and Conditional Sale Financing Dated  
as of March 15, 1980  
Conditional Sale Indebtedness Due January 1, 1993

Dear Ms. Mergenovich:

Pursuant to 49 U.S.C. § 11303 and the Commission's rules and regulations thereunder, enclosed for filing and recordation on behalf of The Western Pacific Railroad Company are counterparts of an Amendment Agreement No. 1 dated as of June 30, 1981, between the Western Pacific Railroad Company, Mercantile-Safe Deposit and Trust Company, as Agent, and the Connecticut Bank and Trust Company, as Trustee, amending the following documents:

(1) Reconstruction and Conditional Sale Agreement dated as of March 15, 1980, between Mercantile-Safe Deposit and Trust Company, as Agent; Morrison-Knudsen Company, Inc., and The Connecticut Bank and Trust Company, as Trustee, filed under Recordation No. 11662.

(2) Transfer Agreement dated as of March 15, 1980, between The Connecticut Bank and Trust Company, as Trustee and Mercantile-Safe Deposit and Trust Company, as Agent, filed under Recordation No. 11662-A.

(3) (a) Lease of Railroad Equipment dated as of March 15, 1980, between The Western Pacific Railroad Company and The Connecticut Bank and Trust Company, as Trustee, filed under Recordation No. 11662-B.

*Counterpart  
John Hiegel*

JUL 22 1981  
16 23 PM '81  
RECEIVED

**Interstate Commerce Commission**  
Washington, D.C. 20423

**OFFICE OF THE SECRETARY**

Laurance V. Goodrich  
Cravath, Swaine & Moore  
One Chase Manhattan Plaza  
New York, N. Y. 10005

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 7/20/81 at 10:35AM, and assigned re-recording number(s). 11662-E

Sincerely yours,

*Agatha L. Mergenovich*  
Agatha L. Mergenovich  
Secretary

Enclosure(s)

RECORDATION NO. 11662-E FILE 1425  
JUL 20 1981 -10 35 AM  
INTERSTATE COMMERCE COMMISSION

AMENDMENT AGREEMENT NO. 1 dated as of June 30, 1981, between THE WESTERN PACIFIC RAILROAD COMPANY (the "Lessee"), MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, as agent (the "Agent"), and THE CONNECTICUT BANK AND TRUST COMPANY, not in its individual capacity but solely as trustee (the "Lessor") under a Trust Agreement dated as of March 15, 1980, with GENERAL ELECTRIC CREDIT CORPORATION and CONNELL RICE & SUGAR CO., INC. (Connell Leasing Company Division) (the "Owners").

[CS&M Ref. 5415-002]

The Lessee and the Lessor have entered into a Lease of Railroad Equipment dated as of March 15, 1980 (the "Lease"), which was filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on April 10, 1980, under recordation number 11662-B. Certain rights of the Lessor were assigned to the Agent pursuant to an Assignment of Lease and Agreement dated as of March 15, 1980, which was filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on April 10, 1980, under recordation number 11662-C. In accordance with Section 2 of the Lease, the Lessee and the Lessor have agreed to adjust the rentals payable under the Lease as follows:

1. The number "7.3648383" in line 6 of the first paragraph of Section 2 of the Lease is hereby deleted and the number "7.3704931" is hereby substituted therefor.
2. It is agreed that the rental rates to be used for purposes of determining the Owners' Net Economic Return as referred to in the second paragraph of Section 2 of the Lease are those rates set forth in the first paragraph of Section 2 of the Lease before the amendment set forth in Section 1 hereof.
3. The Lessee shall cause this Amendment Agreement to be filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303.
4. Except as amended hereby, the Lease shall remain in full force and effect. Any reference to the Lease in the Lease or in any document contemplated thereby shall mean the Lease as amended hereby.

5. This Amendment Agreement may be executed in any number of counterparts, which together shall constitute a single instrument.

6. The terms of this Amendment Agreement and all rights and obligations hereunder shall be governed by the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment Agreement to be executed by duly authorized officers as of the date first set forth above.

THE WESTERN PACIFIC RAILROAD  
COMPANY,

by

*W. S. Humber, Jr.*

Sr. Vice President - Finance

[Corporate Seal]

Attest:

*John M. Duff*  
ASST. SECRETARY

MERCANTILE-SAFE DEPOSIT  
AND TRUST COMPANY,

by

[Corporate Seal]

Attest:

THE CONNECTICUT BANK AND TRUST  
COMPANY, not in its individual  
capacity but solely as Trustee,

by

[Corporate Seal]

Attest:

STATE OF CALIFORNIA,       )  
   ) ss.:  
 COUNTY OF SAN FRANCISCO, )

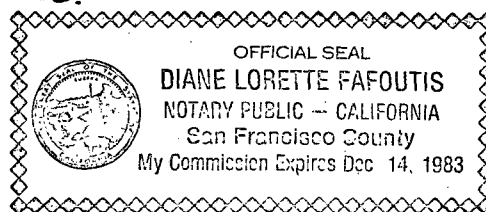
On this 26th day of June 1981, before me personally appeared R. W. Stumbo, Jr., to me personally known, who, being by me duly sworn, says that he is the Senior Vice President-Finance of THE WESTERN PACIFIC RAILROAD COMPANY, a California corporation, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

[Notarial Seal]

Diane Lorette Fafoutis  
 Notary Public

My Commission expires Dec. 14, 1983

STATE OF MARYLAND,       )  
   ) ss.:  
 CITY OF BALTIMORE,     )



On this        day of June 1981, before me personally appeared R. E. Schreiber, to me personally known, who, being by me duly sworn, says that he is an Assistant Vice President of MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, a Maryland banking corporation, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

[Notarial Seal]

My Commission expires

STATE OF CONNECTICUT, )  
 ) ss.:  
COUNTY OF HARTFORD, )

On this                    day of June 1981, before me personally appeared                    , to me personally known, who, being by me duly sworn, says that he is                    of THE CONNECTICUT BANK AND TRUST COMPANY, a Connecticut banking corporation, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

[Notarial Seal]

My Commission expires

## CONSENT OF OWNERS

The Owners hereby consent to the foregoing Amendment Agreement and hereby authorize the Lessor to execute and deliver said Amendment Agreement.

GENERAL ELECTRIC CREDIT  
CORPORATION,

by \_\_\_\_\_

CONNELL RICE & SUGAR CO., INC.  
(Connell Leasing Company Division),

by \_\_\_\_\_

AMENDMENT AGREEMENT NO. 1 dated as of June 30, 1981, between THE WESTERN PACIFIC RAILROAD COMPANY (the "Lessee"), MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, as agent (the "Agent"), and THE CONNECTICUT BANK AND TRUST COMPANY, not in its individual capacity but solely as trustee (the "Lessor") under a Trust Agreement dated as of March 15, 1980, with GENERAL ELECTRIC CREDIT CORPORATION and CONNELL RICE & SUGAR CO., INC. (Connell Leasing Company Division) (the "Owners").

[CS&M Ref. 5415-002]

The Lessee and the Lessor have entered into a Lease of Railroad Equipment dated as of March 15, 1980 (the "Lease"), which was filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on April 10, 1980, under recordation number 11662-B. Certain rights of the Lessor were assigned to the Agent pursuant to an Assignment of Lease and Agreement dated as of March 15, 1980, which was filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on April 10, 1980, under recordation number 11662-C. In accordance with Section 2 of the Lease, the Lessee and the Lessor have agreed to adjust the rentals payable under the Lease as follows:

1. The number "7.3648383" in line 6 of the first paragraph of Section 2 of the Lease is hereby deleted and the number "7.3704931" is hereby substituted therefor.

2. It is agreed that the rental rates to be used for purposes of determining the Owners' Net Economic Return as referred to in the second paragraph of Section 2 of the Lease are those rates set forth in the first paragraph of Section 2 of the Lease before the amendment set forth in Section 1 hereof.

3. The Lessee shall cause this Amendment Agreement to be filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303.

4. Except as amended hereby, the Lease shall remain in full force and effect. Any reference to the Lease in the Lease or in any document contemplated thereby shall mean the Lease as amended hereby.



5. This Amendment Agreement may be executed in any number of counterparts, which together shall constitute a single instrument.

6. The terms of this Amendment Agreement and all rights and obligations hereunder shall be governed by the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment Agreement to be executed by duly authorized officers as of the date first set forth above.

THE WESTERN PACIFIC RAILROAD  
COMPANY,

by \_\_\_\_\_

[Corporate Seal]

Attest:

\_\_\_\_\_

MERCANTILE-SAFE DEPOSIT  
AND TRUST COMPANY,

by

  
ASSISTANT VICE PRESIDENT

[Corporate Seal]

Attest:

  
Asst. Corporate Trust Officer

THE CONNECTICUT BANK AND TRUST  
COMPANY, not in its individual  
capacity but solely as Trustee,

by \_\_\_\_\_

[Corporate Seal]

Attest:

\_\_\_\_\_

STATE OF CALIFORNIA,       )  
   ) ss.:  
 COUNTY OF SAN FRANCISCO, )

On this        day of June 1981, before me personally appeared R. W. Stumbo, Jr., to me personally known, who, being by me duly sworn, says that he is the Senior Vice President-Finance of THE WESTERN PACIFIC RAILROAD COMPANY, a California corporation, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

[Notarial Seal]

\_\_\_\_\_  
 Notary Public

My Commission expires

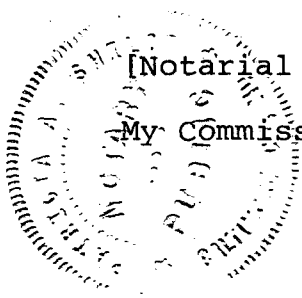
STATE OF MARYLAND, )  
   ) ss.:  
 CITY OF BALTIMORE, )

On this <sup>26<sup>TH</sup></sup> day of June 1981, before me personally appeared R. E. Schreiber, to me personally known, who, being by me duly sworn, says that he is an Assistant Vice President of MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, a Maryland banking corporation, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

[Notarial Seal]

My Commission expires 7-1-82

*Patricia A. Shilow*



STATE OF CONNECTICUT, )  
 ) ss.:  
COUNTY OF HARTFORD, )

On this                    day of June 1981, before me personally appeared                    , to me personally known, who, being by me duly sworn, says that he is                    of THE CONNECTICUT BANK AND TRUST COMPANY, a Connecticut banking corporation, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

[Notarial Seal]

My Commission expires

CONSENT OF OWNERS

The Owners hereby consent to the foregoing Amendment Agreement and hereby authorize the Lessor to execute and deliver said Amendment Agreement.

GENERAL ELECTRIC CREDIT  
CORPORATION,

by \_\_\_\_\_

CONNELL RICE & SUGAR CO., INC.  
(Connell Leasing Company Division),

by \_\_\_\_\_

AMENDMENT AGREEMENT NO. 1 dated as of June 30, 1981, between THE WESTERN PACIFIC RAILROAD COMPANY (the "Lessee"), MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, as agent (the "Agent"), and THE CONNECTICUT BANK AND TRUST COMPANY, not in its individual capacity but solely as trustee (the "Lessor") under a Trust Agreement dated as of March 15, 1980, with GENERAL ELECTRIC CREDIT CORPORATION and CONNELL RICE & SUGAR CO., INC. (Connell Leasing Company Division) (the "Owners").

[CS&M Ref. 5415-002]

The Lessee and the Lessor have entered into a Lease of Railroad Equipment dated as of March 15, 1980 (the "Lease"), which was filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on April 10, 1980, under recordation number 11662-B. Certain rights of the Lessor were assigned to the Agent pursuant to an Assignment of Lease and Agreement dated as of March 15, 1980, which was filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on April 10, 1980, under recordation number 11662-C. In accordance with Section 2 of the Lease, the Lessee and the Lessor have agreed to adjust the rentals payable under the Lease as follows:

1. The number "7.3648383" in line 6 of the first paragraph of Section 2 of the Lease is hereby deleted and the number "7.3704931" is hereby substituted therefor.

2. It is agreed that the rental rates to be used for purposes of determining the Owners' Net Economic Return as referred to in the second paragraph of Section 2 of the Lease are those rates set forth in the first paragraph of Section 2 of the Lease before the amendment set forth in Section 1 hereof.

3. The Lessee shall cause this Amendment Agreement to be filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303.

4. Except as amended hereby, the Lease shall remain in full force and effect. Any reference to the Lease in the Lease or in any document contemplated thereby shall mean the Lease as amended hereby.

5. This Amendment Agreement may be executed in any number of counterparts, which together shall constitute a single instrument.

6. The terms of this Amendment Agreement and all rights and obligations hereunder shall be governed by the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment Agreement to be executed by duly authorized officers as of the date first set forth above.

THE WESTERN PACIFIC RAILROAD  
COMPANY,

by \_\_\_\_\_

[Corporate Seal]

Attest:

\_\_\_\_\_

MERCANTILE-SAFE DEPOSIT  
AND TRUST COMPANY,

by \_\_\_\_\_

[Corporate Seal]

Attest:

\_\_\_\_\_

THE CONNECTICUT BANK AND TRUST  
COMPANY, not in its individual  
capacity but solely as Trustee,

by \_\_\_\_\_

*Clark M. Whitcomb*  
CLARK M. WHITCOMB  
ASSISTANT VICE PRESIDENT

[Corporate Seal]

Attest:

*V. Kunscher*  
\_\_\_\_\_

STATE OF CALIFORNIA,       )  
                                   ) ss.:  
 COUNTY OF SAN FRANCISCO, )

On this           day of June 1981, before me personally appeared R. W. Stumbo, Jr., to me personally known, who, being by me duly sworn, says that he is the Senior Vice President-Finance of THE WESTERN PACIFIC RAILROAD COMPANY, a California corporation, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

[Notarial Seal]

\_\_\_\_\_  
 Notary Public

My Commission expires

STATE OF MARYLAND,       )  
                                   ) ss.:  
 CITY OF BALTIMORE,     )

On this           day of June 1981, before me personally appeared R. E. Schreiber, to me personally known, who, being by me duly sworn, says that he is an Assistant Vice President of MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, a Maryland banking corporation, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

[Notarial Seal]

\_\_\_\_\_  
 My Commission expires

STATE OF CONNECTICUT, )  
 ) ss.:  
 COUNTY OF HARTFORD, )

On this 26<sup>th</sup> day of June 1981, before me personally appeared **CLARK M. WHITCOMB**, to me personally known, who, being by me duly sworn, says that he is **ASSISTANT VICE PRESIDENT** of THE CONNECTICUT BANK AND TRUST COMPANY, a Connecticut banking corporation, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

[Notarial Seal]

Sherie M. Daniels

My Commission expires

**SHEREE M. DANIELS**  
 NOTARY PUBLIC  
 MY COMMISSION EXPIRES MARCH 31, 1985



## CONSENT OF OWNERS

The Owners hereby consent to the foregoing Amendment Agreement and hereby authorize the Lessor to execute and deliver said Amendment Agreement.

GENERAL ELECTRIC CREDIT  
CORPORATION,

by \_\_\_\_\_

CONNELL RICE & SUGAR CO., INC.  
(Connell Leasing Company Division),

by \_\_\_\_\_

AMENDMENT AGREEMENT NO. 1 dated as of June 30, 1981, between THE WESTERN PACIFIC RAILROAD COMPANY (the "Lessee"), MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, as agent (the "Agent"), and THE CONNECTICUT BANK AND TRUST COMPANY, not in its individual capacity but solely as trustee (the "Lessor") under a Trust Agreement dated as of March 15, 1980, with GENERAL ELECTRIC CREDIT CORPORATION and CONNELL RICE & SUGAR CO., INC. (Connell Leasing Company Division) (the "Owners").

[CS&M Ref. 5415-002]

The Lessee and the Lessor have entered into a Lease of Railroad Equipment dated as of March 15, 1980 (the "Lease"), which was filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on April 10, 1980, under recordation number 11662-B. Certain rights of the Lessor were assigned to the Agent pursuant to an Assignment of Lease and Agreement dated as of March 15, 1980, which was filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on April 10, 1980, under recordation number 11662-C. In accordance with Section 2 of the Lease, the Lessee and the Lessor have agreed to adjust the rentals payable under the Lease as follows:

1. The number "7.3648383" in line 6 of the first paragraph of Section 2 of the Lease is hereby deleted and the number "7.3704931" is hereby substituted therefor.

2. It is agreed that the rental rates to be used for purposes of determining the Owners' Net Economic Return as referred to in the second paragraph of Section 2 of the Lease are those rates set forth in the first paragraph of Section 2 of the Lease before the amendment set forth in Section 1 hereof.

3. The Lessee shall cause this Amendment Agreement to be filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303.

4. Except as amended hereby, the Lease shall remain in full force and effect. Any reference to the Lease in the Lease or in any document contemplated thereby shall mean the Lease as amended hereby.

5. This Amendment Agreement may be executed in any number of counterparts, which together shall constitute a single instrument.

6. The terms of this Amendment Agreement and all rights and obligations hereunder shall be governed by the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment Agreement to be executed by duly authorized officers as of the date first set forth above.

THE WESTERN PACIFIC RAILROAD  
COMPANY,

by \_\_\_\_\_

[Corporate Seal]

Attest:

\_\_\_\_\_

MERCANTILE-SAFE DEPOSIT  
AND TRUST COMPANY,

by \_\_\_\_\_

[Corporate Seal]

Attest:

\_\_\_\_\_

THE CONNECTICUT BANK AND TRUST  
COMPANY, not in its individual  
capacity but solely as Trustee,

by \_\_\_\_\_

[Corporate Seal]

Attest:

\_\_\_\_\_

STATE OF CALIFORNIA,       )  
   ) ss.:  
 COUNTY OF SAN FRANCISCO, )

On this           day of June 1981, before me personally appeared R. W. Stumbo, Jr., to me personally known, who, being by me duly sworn, says that he is the Senior Vice President-Finance of THE WESTERN PACIFIC RAILROAD COMPANY, a California corporation, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

[Notarial Seal]

\_\_\_\_\_  
 Notary Public

My Commission expires

STATE OF MARYLAND,       )  
   ) ss.:  
 CITY OF BALTIMORE,     )

On this           day of June 1981, before me personally appeared R. E. Schreiber, to me personally known, who, being by me duly sworn, says that he is an Assistant Vice President of MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, a Maryland banking corporation, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

[Notarial Seal]

\_\_\_\_\_  
 My Commission expires

STATE OF CONNECTICUT, )  
 ) ss.:  
COUNTY OF HARTFORD, )

On this                    day of June 1981, before me personally appeared                    , to me personally known, who, being by me duly sworn, says that he is                    of THE CONNECTICUT BANK AND TRUST COMPANY, a Connecticut banking corporation, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

[Notarial Seal]

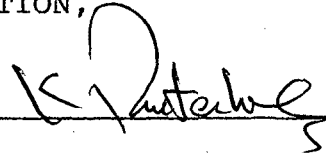
My Commission expires

## CONSENT OF OWNERS

The Owners hereby consent to the foregoing Amendment Agreement and hereby authorize the Lessor to execute and deliver said Amendment Agreement.

GENERAL ELECTRIC CREDIT  
CORPORATION,

by

  
\_\_\_\_\_

CONNELL RICE & SUGAR CO., INC.  
(Connell Leasing Company Division),

by

\_\_\_\_\_

AMENDMENT AGREEMENT NO. 1 dated as of June 30, 1981, between THE WESTERN PACIFIC RAILROAD COMPANY (the "Lessee"), MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, as agent (the "Agent"), and THE CONNECTICUT BANK AND TRUST COMPANY, not in its individual capacity but solely as trustee (the "Lessor") under a Trust Agreement dated as of March 15, 1980, with GENERAL ELECTRIC CREDIT CORPORATION and CONNELL RICE & SUGAR CO., INC. (Connell Leasing Company Division) (the "Owners").

[CS&M Ref. 5415-002]

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2. It is agreed that the rental rates to be used for purposes of determining the Owners' Net Economic Return as referred to in the second paragraph of Section 2 of the Lease are those rates set forth in the first paragraph of Section 2 of the Lease before the amendment set forth in Section 1 hereof.

3. The Lessee shall cause this Amendment Agreement to be filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303.

4. Except as amended hereby, the Lease shall remain in full force and effect. Any reference to the Lease in the Lease or in any document contemplated thereby shall mean the Lease as amended hereby.

STATE OF CALIFORNIA,       )  
                                   ) ss.:  
 COUNTY OF SAN FRANCISCO, )

On this           day of June 1981, before me personally appeared R. W. Stumbo, Jr., to me personally known, who, being by me duly sworn, says that he is the Senior Vice President-Finance of THE WESTERN PACIFIC RAILROAD COMPANY, a California corporation, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

[Notarial Seal]

\_\_\_\_\_  
 Notary Public

My Commission expires

STATE OF MARYLAND,       )  
                                   ) ss.:  
 CITY OF BALTIMORE,       )

On this           day of June 1981, before me personally appeared R. E. Schreiber, to me personally known, who, being by me duly sworn, says that he is an Assistant Vice President of MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, a Maryland banking corporation, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

[Notarial Seal]

\_\_\_\_\_  
 My Commission expires



STATE OF CONNECTICUT, )  
 ) ss.:  
COUNTY OF HARTFORD, )

On this            day of June 1981, before me personally appeared            , to me personally known, who, being by me duly sworn, says that he is            of THE CONNECTICUT BANK AND TRUST COMPANY, a Connecticut banking corporation, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

[Notarial Seal]

My Commission expires